

EXHIBIT G

Avery demand letter Oct. 2021

10/14/2021

Global Exchange Vacation Club

3225 W. Airport Fwy

Suite 100

Irving, Tx 75062

Re: *FINAL NOTICE of Intent to File Suit* – **DO NOT IGNORE THIS LETTER**

Global Exchange Vacation Club,

On October 8, 2021, you received a letter from me notifying you of my intent to file a lawsuit against Global Exchange Vacation Club for violations of the TCPA.

As a show of good faith and as a matter of courtesy, I am extending the deadline to execute a settlement agreement. I have given Global Exchange Vacation Club plenty of opportunity to settle this matter out of court. However, I have yet to receive a response to my demand and I do not appreciate being ignored.

I intend to either turn this matter over to my attorney or proceed with filing myself the next business day if this matter is not resolved by the deadline given herein. I can assure you that I am serious about pursuing this matter. Therefore, if I have to move forward with litigation, I will be seeking the fullest award of damages allowed by law plus all reasonable costs of prosecuting the action, including court costs, investigation costs, discovery expenses, witness fees, and attorney fees. As well, any opportunity to settle this matter prior to receiving a judgment will be lost.

In the interest of saving all parties involved the time, trouble, and the cost of discovery and legal representation, I implore you to accept the following **final** offer.

The conditions of this settlement offer are:

- 1) You must communicate your acceptance of this offer by 11:59 pm Central on Wednesday October 20, 2021. If you do not communicate your acceptance of this offer by then, or if you do not strictly adhere to the requirements stated herein, this offer shall be considered null and void, and I am not obligated to renew or extend any new offers.**
- 2) 47 C.F.R. § 64.1200(d)(1) requires that your company has a written policy regarding maintaining an internal Do-Not-Call List that is available upon demand. Mail to the address listed in the closing of this letter via a trackable, traceable, and insured shipment to arrive not later than 7 calendar days after the date listed in No. 1 above:**
 - a. A copy of your written policy regarding maintaining an internal Do Not Call List; and**
 - b. A certified bank check made payable to me in the amount of \$1,500.**

- 3) Provide to me via email to the email address listed in the closing of this letter the tracking information and proof of insurance of said shipment(s) not later than 24 hours after the date listed in No. 1 above.
- 4) In exchange, I will provide and execute a Mutual Release and Settlement Agreement ("Agreement") releasing any and all claims related to this matter. Said Agreement must be fully executed by the date given in No. 1 above.
- 5) I reserve the right to pursue additional damages for any future violations pursuant to any applicable laws, but especially the Telephone Consumer Protection Act or related Texas statutes.

The amount of this offer is non-negotiable. No amount of correspondence between us will extend the deadline. If the conditions outlined in the above offer are not strictly adhered to, or if you continue to ignore me, I reserve all my legal rights to pursue this matter in each and every lawful manner available to me.

This is a confidential settlement offer and is intended to be inadmissible under state and federal rules of evidence.

Respectfully,

Jonathan Avery
(214) 673-9006 – Provided ONLY for your reference. **Do NOT call me.**
jcrypto88@gmail.com

P.S. In the interest of speed and convenience for all, please remit any correspondence to the email address above. If you insist on responding via regular mail, or especially mail requiring my physical presence to receive it, please inform me of that intent via email so that I may make myself available to sign for it. However, once again, no amount of correspondence will change the expiration of this settlement offer.